

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re : Chapter 11
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
----- x

FILED
U.S. BANKRUPTCY COURT
2007 MAR 16 P 4:23
S.D. OF N.Y.

AFFIDAVIT OF LEGAL ORDINARY COURSE PROFESSIONAL

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

James J. Dragna, being duly sworn, deposes and says:

1. I am a partner of Bingham McCutchen LLP ("Bingham") which firm maintains its principal office at 150 Federal Street, Boston, MA 02110-1726.

2. Neither I, Bingham, nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in-possession (the "Debtors"), their creditors, or any other party-in-interest, or their attorneys, except as set forth in this affidavit.

3. Bingham has represented and advised the Debtors with respect to a broad range of aspects of the Debtors' businesses, including but not limited to advice concerning environmental obligations related to the closure of Delphi's Irvine, California facility.

4. The Debtors have requested, and Bingham has agreed, to continue to represent and advise the Debtors pursuant to section 327(e) of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), with respect to such matters.

5. Bingham's current fees arrangement is described in that certain engagement letter dated Nov. 27, 2006 from James J. Dragna to Mark Hester, attached hereto as Exhibit A.

6. Except as set forth herein, no promises have been received by Bingham or any partner, auditor or other member thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

7. Bingham has no agreement with any entity to share with such entity any compensation received by Bingham.

8. Bingham and its partners, auditors, and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. Bingham does not and will not represent any such entity in connection with these pending chapter 11 cases and does not have any relationship with any such entity, attorneys, or accountants that would be adverse to the Debtors or their estates.

9. Neither I, Bingham, nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which Bingham is to be engaged.

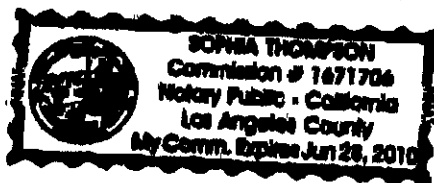
10. The foregoing constitutes the statement of Bingham pursuant to sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

FURTHER AFFIANT SAYETH NOT


JAMES J. DRAGNA

Subscribed and sworn to (or affirmed) before me on this 15 day of March, 2007, by Jim Dragna personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Notary Public



BINGHAM McCUTCHEN

James J. Dragna
Direct Phone: (213) 680-6436
Direct Fax: (213) 680-6499
jim.dragna@bingham.com

November 27, 2006

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New York
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San Francisco
Silicon Valley
Tokyo
Walnut Creek
Washington

Mr. Mark A. Hester
Delphi Corporation
M/C 480-410-166
5825 Delphi Drive
Troy, MI 48098

Re: Terms of Engagement - Irvine Facility

Dear Mark:

The purpose of this letter is to confirm the engagement of Bingham McCutchen LLP ("Bingham") by Delphi Corporation ("Delphi") and outlines the basis on which we will provide legal services. Bingham is a Massachusetts limited liability partnership registered under California Corporations Code section 16959.

Services

You have asked us to provide advice to and representation of Delphi in connection with Delphi's closure of a wastewater treatment plant at its Irvine, California facility. As part of that closure, Delphi is communicating with several state and local environmental agencies, including the Orange County Health Agency (OCHA), regarding the work that must be completed before the agencies will certify closure as complete. Part of our advice concerns the extent of OCHA's legal authority to require Delphi's compliance with various state and local requirements as part of that closure.

This representation is for Delphi alone and does not include any representation of any individual, director, officer or employee of Delphi. Additionally, this matter does not involve insurance, to our knowledge, and you have not asked for our assistance in that regard.

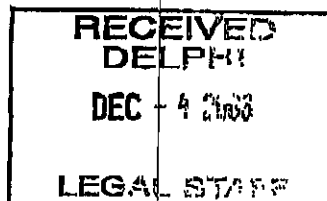


EXHIBIT A

Mr. Mark A. Hester
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Fees and Disbursements

We will strive to ensure that your work is done efficiently. Our charges for professional services are based upon the amount of time it takes to render them. We will bill you on a monthly basis for our services based upon our standard hourly rates in effect for the attorneys and paralegals performing the services at the time the services are performed. Our hourly rates are based on years of experience, specialization, and level of professional expertise. They currently range from \$250 for new associates to \$850 for our most senior partners. My hourly rate is \$595 and Michael McDonough is billed at \$450 per hour and \$100 to \$315 for paralegals, if necessary. Our hourly rates are generally adjusted upwards at the beginning of each calendar year but may be adjusted at other times. If our hourly rates change, then services provided after the date of the change will be charged at the rates in effect at the time the services are performed. We reserve the right to determine the staffing of the matter, including the selection of attorneys and legal assistants to perform specific tasks as we believe appropriate. In determining our fees, consideration may also be given to the urgency and complexity of the work performed, the value of our services in the context of the work requested, the responsibility assumed by the firm, the novelty and difficulty of the legal problems involved, the resulting benefit to Delphi, and similar considerations, including any unforeseen circumstances arising in the course of our representation.

In addition to our hourly charges, we will also bill for standard costs and disbursements such as photocopying, long distance telephone, facsimile and the like; for reasonable travel expenses, if travel is required; and for various fees and costs. Delphi will also be responsible for our out-of-pocket expenses and disbursements in accordance with Delphi's current expense reimbursement policy.

Billing and Payment

We shall be compensated for this additional engagement in accordance with the standards and procedures set forth in sections 330 and 331 of the Bankruptcy Code and all applicable Bankruptcy Rules, Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York, guidelines established by the Office of the United States Trustee, and existing or further orders of the Bankruptcy Court, including, without limitation, the November 4, 2005 Order Under 11 U.S.C. §331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals. All fees and related costs and expenses incurred by Delphi on account of the general environmental services to be rendered by us in these Chapter 11 cases will be paid

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as an administrative expense of the estates pursuant to 11 U.S.C. §§ 328, 330(a), 503(b) and 507(a)(1).

Our bills are itemized and describe the specific services provided and costs incurred. Amounts become delinquent if not paid within 30 days of receipt of our statement.

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Insurance

There may be insurance policies which may provide payment of costs and/or indemnification for certain aspects of this matter. Such policies generally require timely notice if claims are to be covered. If you have not already considered the applicability of your insurance policies to this matter, you may want to discuss it with your insurance agent or broker. We will assume that you are dealing with the question of applicable insurance yourself, but if you would like us to advise you concerning any insurance coverage aspects of the matter, please let us know, and we can discuss the matter further with you. You should understand that regardless of any applicable insurance, and absent any further agreement, you have agreed to accept responsibility for timely payment of our fees, at our regular hourly rates, and all incurred disbursements as provided above.

No results in this matter have been guaranteed to Delphi by us, and this agreement is not based on any promised or anticipated results.

Written Consent Required

We wish to point out that, as a large law firm with a diversified legal practice, we are often called upon to represent clients in many field and with different interests. We agree that we will not represent any other client or prospective client in matters which are related to, and adverse to, those for which we have been engaged by you without your consent. At the same time, by accepting this letter, you consent to our representation now and in the future of any client on matters unrelated to our engagement for Delphi as set forth in this letter or any other open engagements between Bingham and Delphi, even if that representation is adverse to Delphi and whether or not litigation adverse to Delphi is contemplated. You should, of course, feel free to consult with separate counsel, if that might be helpful to you, before providing this consent.

It should be noted that we have not been asked to advise Delphi on any matter related to whether General Motors ("GM"), an existing client of our firm, would bear responsibility for any environmental obligation at the Irvine facility, and Delphi has agreed that we would need to withdraw from Delphi's representation if an actual dispute or conflict arose between Delphi and GM with respect to our

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advice. As you may recall, Delphi and GM have signed conflicts waivers as to this matter, copies of which are on file at our office. Please notify us if you need us to provide you a copy of these conflicts waiver letters at any time.

Termination

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We look forward to a productive and enduring relationship. It is understood, however, that either Delphi or we may terminate our representation at any time, with or without cause, at which time all fees and expenses associated with our representation will be immediately due and payable.

Arbitration

We do not anticipate having any disagreement with Delphi about the quality, cost or appropriateness of our services, but if any concerns about these matters arise, please notify us immediately. We will endeavor to resolve any disagreement in a fair and amicable manner. If it is not possible to resolve the disagreement ourselves, then each of us agrees to resolve any dispute or claims between us, including any relating to our fees or the quality or appropriateness of our services, by binding and confidential arbitration under the auspices and applicable rules of JAMS or the American Arbitration Association (AAA), whichever Delphi prefers, in Los Angeles, California. Such arbitration will be conducted by a single arbitrator, to be selected by mutual agreement or in accordance with the applicable rules. Each of us understands that, by agreeing to arbitrate any disputes between us, we are giving up rights, including our rights to a trial by jury, to the broader discovery permitted in court proceedings, and to appeal. It is understood and agreed, however, that this agreement to arbitrate is subject to and without waiver of Delphi's right to elect to resolve any fee dispute in accordance with the fee arbitration procedures of the State Bar of California. In the event any such State Bar fee arbitration does not resolve the matter, we both agree to submit the dispute for final resolution by private arbitration before JAMS or AAA as set forth above.

Client Files

At the completion of this matter, Delphi may elect to take possession of the matter file. If you do not elect to take possession of the matter file at that time, we will close the file and retain it on premises or in off-site storage for a period of not longer than ten years. At the end of that period, the matter file will be destroyed, unless we have been otherwise instructed to deliver the file to you.

Mr. Mark A. Hester
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Delphi and we agree that California law governs the performance of this agreement and our engagement, except that the Federal Arbitration Act will govern the arbitration provisions of this agreement.

It is a pleasure to represent Delphi and we look forward to working with you on this new matter. If the matters set forth in this letter are acceptable to you, please sign and date this letter where indicated below and return the original to me. Please call me at any time to discuss any issues relating to this representation. We thank you for seeking our assistance on this matter.

Bingham McCutchen LLP
bingham.com

Sincerely yours,


James J. Diagna

Attachment

ACKNOWLEDGED AND ACCEPTED:
Delphi Corporation

By: 

Dated: 12/20/06

CERTIFICATE OF SERVICE

James J. Dragna, partner with Bingham McCutchen LLP, hereby certifies that on March 15, 2007, a copy of the Affidavit of Legal Ordinary Counsel Professional was served upon the following interested parties via first class mail:

Delphi Corporation
Attention: General Counsel
5725 Delphi Drive
Troy, MI 48098
U.S.A.

Latham & Watkins
Attention: Mark A. Broude, Esq.
885 Third Avenue
New York, N.Y. 10022
U.S.A.

Skadden, Arps, Slate, Meagher & Flom
Attention: John W. Butler, Jr., Esq.
333 West Wacker Drive
Suite 2100
Chicago, IL 60606
U.S.A.

Simpson Thacher & Bartlett LLP
Attention: Marissa Wesley, Esq.
425 Lexington Avenue
New York, N.Y. 10017
U.S.A.

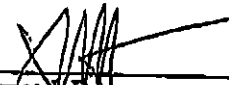
United States Trustee
Attention: Alicia M. Leonhard, Esq.
33 Whitehall Street
Suite 2100
New York, N.Y. 10044
U.S.A.

Davis Polk & Wardwell
Attention: Donald Bernstein, Esq. and Brian Resnick, Esq.
450 Lexington Avenue
New York, N.Y. 10017
U.S.A.

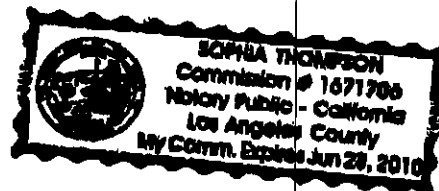
Delphi Corporation
Attention: John D. Sheehan, Esq.
Vice President & Chief Restructuring
Officer
5725 Delphi Drive
Troy, MI 48098
U.S.A.

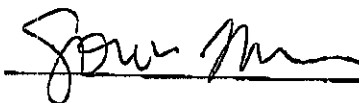
GE Plastics, Americas
Attention: Valeria Venable
Credit Manager
9930 Kincey Avenue
Huntersville, NC 28078
U.S.A.

Dated March 15, 2007


James J. Dragna
Bingham McCutchen LLP
355 South Grand Avenue, Suite 4400
Los Angeles, CA 90071-3106
Tel: (213) 680-6400
Fax: (213) 680-6499

Subscribed and sworn to (or affirmed)
before me on
this 15th day of March, 2007, by
Jim Dragna
personally known to me or proved to me on
the basis
of satisfactory evidence to be the person(s)
who appeared
before me.





Facsimile

TO Mary Lopez

CLIENT/MATTER 2019057/2190570002

COMPANY

PHONE NUMBER

FROM

FAX NUMBER 212-668-2878

DATE

3/22/07

TKPR NO

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TOTAL PAGES

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Our fax number is 212.752.5378. The Fax Operator is _____ . If there are any problems during this transmission, please call our office at 212.705.7724.

The information in this transmittal is privileged and confidential and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmittal to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmittal is prohibited. If you have received this transmittal in error, please notify us immediately at 212.705.7724 and return the transmittal to the sender. Thank you.

SENDER'S CONFIRMATION

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DATE/TIME STAMP: